

CRAVATH, SWAINE & MOORE

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NEW YORK, N. Y. 10005

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I. C. C.
FEE OPERATION DEPT.

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JOSEPH A. MULLINS
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STUART W. GOLD
JOHN W. WHITE

RECORDATION NO. 11923-D
Filed & Recorded

JUL 31 1980 - 2 55 PM

INTERSTATE COMMERCE COMMISSION

Blue Cover

August 1, 1980

Amendment Agreement Dated as of July 15, 1980
Amending Conditional Sale Agreement
Filed under Recordation No. 11923 and
Lease Filed under Recordation No. 11923-B

Dear Madam:

Pursuant to 49 U.S.C. § 11303 and the Commission's rules and regulations thereunder, as amended, I enclose herewith on behalf of Great Lakes Carbon Corporation for filing and recordation counterparts of the following document:

Amendment Agreement dated as of July 15, 1980, among Great Lakes Carbon Corporation, as Lessee, Mercantile-Safe Deposit and Trust Company, as Agent, and First Security Bank of Utah, National Association, as Vendee.

The Amendment Agreement amends a Conditional Sale Agreement dated as of May 15, 1980, previously filed and recorded with the Interstate Commerce Commission on June 23, 1980, at 2:00 p.m., Recordation Number 11923 and a Lease of Railroad Equipment dated as of May 15, 1980, previously filed and recorded as above with the Interstate Commerce Commission on June 23, 1980, at 2:00 p.m., Recordation Number 11923-B.

The Amendment Agreement amends the Conditional Sale

*Mrs. Sel -
this one
is 11923-D*

ET Beyond

Agreement and the Lease to show only the units of railroad equipment actually delivered and accepted under the CSA and the Lease.

RECEIVED
 I. C. C.
 FEE OPERATION BR.

→ Please file and record the Amendment Agreement submitted with this letter and assign it Recordation Number 11923-D.

Enclosed is a check for \$10 payable to the Interstate Commerce Commission for the recordation fee for the Amendment Agreement.

Please stamp all counterparts of the enclosed document with your official recording stamp. You will wish to retain one copy of the instrument and this transmittal letter for your files. It is requested that the remaining counterparts of the document be delivered to the bearer of this letter.

Very truly yours,

Susan E. Gorman

Susan E. Gorman
 as Agent for Great Lakes Carbon Corporation

Ms. Agatha L. Mergenovich,
 Secretary,
 Interstate Commerce Commission,
 Washington, D. C. 20423

Encls.

RECORDATION NO. 11923-20

Filed & Recorded

JUL 31 1980 -2 55 PM

[CS&M Ref. 3909-033B]

INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT dated as of July 15, 1980, among FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, not individually but solely in its capacity as Trustee (the "Vendee"), under a Trust Agreement dated as of May 15, 1980, with GEORGE S. ECCLES, GREAT LAKES CARBON CORPORATION (the "Lessee"), and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent (the "Assignee").

WHEREAS the Vendee and Trinity Industries, Inc. (the "Builder"), have entered into a Conditional Sale Agreement dated as of May 15, 1980 (the "CSA");

WHEREAS the Builder and the Assignee have entered into an Agreement and Assignment dated as of May 15, 1980 (the "CSA Assignment");

WHEREAS the Builder has been paid in full for the railroad equipment delivered under the CSA and the Builder has no further interest in the CSA or the CSA Assignment;

WHEREAS the Vendee and the Lessee have entered into a Lease of Railroad Equipment dated as of May 15, 1980 (the "Lease");

WHEREAS the Vendee and the Assignee have entered into an Assignment of Lease and Agreement dated as of May 15,

1980 (the "Lease Assignment");

WHEREAS the CSA, the CSA Assignment, the Lease and the Lease Assignment were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on June 23, 1980, at 2:00 p.m. and were assigned recordation numbers 11923, 11923-A, 11923-B and 11923-C, respectively;

WHEREAS the CSA and the Lease included a list of railroad equipment from which no more than 115 units of Equipment could be delivered and accepted pursuant to the terms thereof on or before June 30, 1980; and

WHEREAS the parties hereto desire to amend the CSA and the Lease to show only the units of railroad equipment actually delivered and accepted under the CSA and the Lease;

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

1. Annex B to the CSA is hereby deleted and restated in its entirety as shown in Exhibit A hereto.
2. Schedule A to the Lease is hereby deleted and restated in its entirety as shown in Exhibit B hereto.
3. The CSA Assignment and the Lease Assignment are hereby amended to permit the aforesaid amendment to the CSA and the Lease as though originally set forth therein.

4. The Lessee will promptly cause this Amendment Agreement to be filed and recorded in accordance with the provisions of Article 18 of the CSA and § 15 of the Lease.

5. Except as amended hereby, the CSA, the Lease, the CSA Assignment and the Lease Assignment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized, and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

FIRST SECURITY BANK OF UTAH,
NATIONAL ASSOCIATION,

by


Authorized Officer

[Seal]

Attest:


Authorized Officer

GREAT LAKES CARBON CORPORATION,

by

President

[Corporate Seal]

Attest:

Secretary

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY,

by

Assistant Vice President

[Corporate Seal]

Attest:

Corporate Trust Officer

STATE OF NEW YORK,)
) ss.:
COUNTY OF NEW YORK,)

On this day of July 1980, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is President of GREAT LAKES CARBON CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF UTAH,)
) ss.:
COUNTY OF SALT LAKE,)

On this *14th* day of July 1980, before me personally appeared *John R. Sager*, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, that the seal affixed to the foregoing instrument is the seal of said bank and that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.

Casey H. Knobel

Notary Public

[Notarial Seal]

My Commission expires

7/17/82

ANNEX B
TO
CONDITIONAL SALE AGREEMENT

This Annex B replaces the original
Annex B to the Conditional Sale Agreement

<u>Builder</u>	<u>Type</u>	<u>AAR Mechanical Designation</u>	<u>Builder's Specifi- cations</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<u>Unit Base Price</u>	<u>Total Base Price</u>	<u>Road Numbers (Inclusive)</u>	<u>Place and Assumed Time of Delivery</u>
Trinity Industries, Inc.	100-ton Covered Triple Hopper	L 153	HC3-47-1	Dallas, Texas	80	\$44,500	\$3,560,000	GLCX 8010, 8020, 8025-8026, 8029-8030, 8034-8035, 8048, 8052-8053, 8055, 8057-8065, 8066-8077, 8078-8086, 8087-8104, 8106-8112, 8114-8126	June 1980 F.O.B. Builder's Plant

SCHEDULE A TO LEASE

This Schedule A replaces the original
Schedule A to the Lease

<u>Builder</u>	<u>Type</u>	<u>AAR Mechanical Designation</u>	<u>Builder's Specifi- cations</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<u>Unit Base Price</u>	<u>Total Base Price</u>	<u>Road Numbers (Inclusive)</u>	<u>Place and Assumed Time of Delivery</u>
Trinity Industries, Inc.	100-ton Covered Hopper	L 153	HC3-47-1	Dallas, Texas	80	\$44,500	\$3,560,000	GLCX 8010, 8020, 8025-8026, 8029-8030, 8034-8035, 8048, 8052-8053, 8055, 8057-8065, 8066-8077, 8078-8086, 8087-8104, 8106-8112, 8114-8126	June 1980 F.O.B. Builder's Plant

AMENDMENT AGREEMENT dated as of July 15, 1980, among FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, not individually but solely in its capacity as Trustee (the "Vendee"), under a Trust Agreement dated as of May 15, 1980, with GEORGE S. ECCLES, GREAT LAKES CARBON CORPORATION (the "Lessee"), and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent (the "Assignee").

WHEREAS the Vendee and Trinity Industries, Inc. (the "Builder"), have entered into a Conditional Sale Agreement dated as of May 15, 1980 (the "CSA");

WHEREAS the Builder and the Assignee have entered into an Agreement and Assignment dated as of May 15, 1980 (the "CSA Assignment");

WHEREAS the Builder has been paid in full for the railroad equipment delivered under the CSA and the Builder has no further interest in the CSA or the CSA Assignment;

WHEREAS the Vendee and the Lessee have entered into a Lease of Railroad Equipment dated as of May 15, 1980 (the "Lease");

WHEREAS the Vendee and the Assignee have entered into an Assignment of Lease and Agreement dated as of May 15,

1980 (the "Lease Assignment");

WHEREAS the CSA, the CSA Assignment, the Lease and the Lease Assignment were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on June 23, 1980, at 2:00 p.m. and were assigned recordation numbers 11923, 11923-A, 11923-B and 11923-C, respectively;

WHEREAS the CSA and the Lease included a list of railroad equipment from which no more than 115 units of Equipment could be delivered and accepted pursuant to the terms thereof on or before June 30, 1980; and

WHEREAS the parties hereto desire to amend the CSA and the Lease to show only the units of railroad equipment actually delivered and accepted under the CSA and the Lease;

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

1. Annex B to the CSA is hereby deleted and restated in its entirety as shown in Exhibit A hereto.
2. Schedule A to the Lease is hereby deleted and restated in its entirety as shown in Exhibit B hereto.
3. The CSA Assignment and the Lease Assignment are hereby amended to permit the aforesaid amendment to the CSA and the Lease as though originally set forth therein.

4. The Lessee will promptly cause this Amendment Agreement to be filed and recorded in accordance with the provisions of Article 18 of the CSA and § 15 of the Lease.

5. Except as amended hereby, the CSA, the Lease, the CSA Assignment and the Lease Assignment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized, and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

FIRST SECURITY BANK OF UTAH,
NATIONAL ASSOCIATION,

[Seal]

by

Attest:

Authorized Officer

Authorized Officer

GREAT LAKES CARBON CORPORATION,

by

A Heesman

Vice President

[Corporate Seal]

Attest:

James A. Heesman

Assistant Secretary

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY,

by

Assistant Vice President

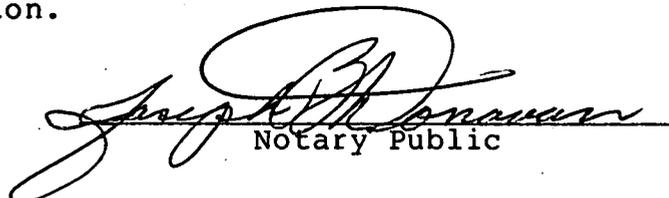
[Corporate Seal]

Attest:

Corporate Trust Officer

STATE OF NEW YORK,)
) ss.:
 COUNTY OF NEW YORK,)

On this 23rd day of July 1980, before me personally appeared ARMOND HEERMAN, to me personally known, who, being by me duly sworn, says that he is VICE President of GREAT LAKES CARBON CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.


 Notary Public

[Notarial Seal]

My Commission expires

JOSEPH B. DONOVAN
 Notary Public, State of New York
 No. 52-0994860
 Qual. In New York & Suffolk Cos.
 Commission Expires March 30, 1981

STATE OF UTAH,)
) ss.:
 COUNTY OF SALT LAKE,)

On this _____ day of July 1980, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, that the seal affixed to the foregoing instrument is the seal of said bank and that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.

 Notary Public

[Notarial Seal]

My Commission expires

STATE OF MARYLAND,)
) ss.:
CITY OF BALTIMORE,)

On this day of July 1980, before me personally appeared R. E. Schreiber, to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said banking corporation and that said instrument was signed and sealed on behalf of said banking corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said banking corporation.

Notary Public

[Notarial Seal]

My Commission expires

ANNEX B
TO
CONDITIONAL SALE AGREEMENT

This Annex B replaces the original
Annex B to the Conditional Sale Agreement

<u>Builder</u>	<u>Type</u>	<u>AAR Mechanical Designation</u>	<u>Builder's Specifi- cations</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<u>Unit Base Price</u>	<u>Total Base Price</u>	<u>Road Numbers (Inclusive)</u>	<u>Place and Assumed Time of Delivery</u>
Trinity Industries, Inc.	100-ton Covered Triple Hopper	L 153	HC3-47-1	Dallas, Texas	80	\$44,500	\$3,560,000	GLCX 8010, 8020, 8025-8026, 8029-8030, 8034-8035, 8048, 8052-8053, 8055, 8057-8065, 8066-8077, 8078-8086, 8087-8104, 8106-8112, 8114-8126	June 1980 F.O.B. Builder's Plant

Exhibit A

SCHEDULE A TO LEASE

This Schedule A replaces the original
Schedule A to the Lease

<u>Builder</u>	<u>Type</u>	<u>AAR Mechanical Designation</u>	<u>Builder's Specifi- cations</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<u>Unit Base Price</u>	<u>Total Base Price</u>	<u>Road Numbers (Inclusive)</u>	<u>Place and Assumed Time of Delivery</u>
Trinity Industries, Inc.	100-ton Covered Hopper	L 153	HC3-47-1	Dallas, Texas	80	\$44,500	\$3,560,000	GLCX 8010, 8020, 8025-8026, 8029-8030, 8034-8035, 8048, 8052-8053, 8055, 8057-8065, 8066-8077, 8078-8086, 8087-8104, 8106-8112, 8114-8126	June 1980 F.O.B. Builder's Plant

Exhibit B

AMENDMENT AGREEMENT dated as of July 15, 1980, among FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, not individually but solely in its capacity as Trustee (the "Vendee"), under a Trust Agreement dated as of May 15, 1980, with GEORGE S. ECCLES, GREAT LAKES CARBON CORPORATION (the "Lessee"), and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent (the "Assignee").

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WHEREAS the Builder has been paid in full for the railroad equipment delivered under the CSA and the Builder has no further interest in the CSA or the CSA Assignment;

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WHEREAS the parties hereto desire to amend the CSA and the Lease to show only the units of railroad equipment actually delivered and accepted under the CSA and the Lease;

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

1. Annex B to the CSA is hereby deleted and restated in its entirety as shown in Exhibit A hereto.
2. Schedule A to the Lease is hereby deleted and restated in its entirety as shown in Exhibit B hereto.
3. The CSA Assignment and the Lease Assignment are hereby amended to permit the aforesaid amendment to the CSA and the Lease as though originally set forth therein.

4. The Lessee will promptly cause this Amendment Agreement to be filed and recorded in accordance with the provisions of Article 18 of the CSA and § 15 of the Lease.

5. Except as amended hereby, the CSA, the Lease, the CSA Assignment and the Lease Assignment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized, and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

FIRST SECURITY BANK OF UTAH,
NATIONAL ASSOCIATION,

[Seal]

by

Attest:

Authorized Officer

Authorized Officer

GREAT LAKES CARBON CORPORATION,

by

President

[Corporate Seal]

Attest:

Secretary

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY,

by



Vice President

[Corporate Seal]

Attest:



Corporate Trust Officer

STATE OF NEW YORK,)
) ss.:
COUNTY OF NEW YORK,)

On this day of July 1980, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is President of GREAT LAKES CARBON CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF UTAH,)
) ss.:
COUNTY OF SALT LAKE,)

On this day of July 1980, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, that the seal affixed to the foregoing instrument is the seal of said bank and that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.

Notary Public

[Notarial Seal]

My Commission expires

ANNEX B
TO
CONDITIONAL SALE AGREEMENT

This Annex B replaces the original
Annex B to the Conditional Sale Agreement

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Exhibit A

SCHEDULE A TO LEASE

This Schedule A replaces the original
Schedule A to the Lease

<u>Builder</u>	<u>Type</u>	<u>AAR Mechanical Designation</u>	<u>Builder's Specifi- cations</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<u>Unit Base Price</u>	<u>Total Base Price</u>	<u>Road Numbers (Inclusive)</u>	<u>Place and Assumed Time of Delivery</u>
Trinity Industries, Inc.	100-ton Covered Hopper	L 153	HC3-47-1	Dallas, Texas	80	\$44,500	\$3,560,000	GLCX 8010, 8020, 8025-8026, 8029-8030, 8034-8035, 8048, 8052-8053, 8055, 8057-8065, 8066-8077, 8078-8086, 8087-8104, 8106-8112, 8114-8126	June 1980 F.O.B. Builder's Plant